



**FITNESS FACILITIES  
WAIVER OF LIABILITY**

I, \_\_\_\_\_ hereby state and  
acknowledge the following on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_ :

1. I am an on-site employee of \_\_\_\_\_, a tenant in Suite \_\_\_\_\_ of the building located at 1201 Eye Street, NW (the "Building"), and am hereby authorized by my employer to use the fitness facilities (the "Facilities").
2. I will not invite, encourage or allow the use of the Facilities by any person other than another on-site employee of a tenant in the Building, who has been authorized to use the Facilities.
3. The Facilities shall be unmanned and unsupervised. All employees or agents of 1201 Eye Street NW Associates, LLC (the "Building Owner") Piedmont Office Realty Trust, Inc. and Piedmont Government Services, LLC. who may be present at any time in the Facilities are not trained or authorized to provide health, fitness, or medical assistance or advice.
4. I assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for use of the Facilities. My failure to fully comply may result in my loss to use the Fitness Center, at the sole discretion of 1201 Eye Street NW Associates, LLC, Piedmont Office Realty Trust, Inc. and Piedmont Government Services LLC.
5. I, myself, my heirs and representatives, hereby release, discharge and hold harmless, 1201 Eye Street NW Associates, LLC, Piedmont Office Realty Trust, Inc., and Piedmont Government Services, LLC, their respective employees and agents and their respective successors, assigns and heirs from any and all liability, damage, expense, cause of action, suite, claim, judgment and cost of defense (including reasonable attorney's fees) arising from injury to me, theft of my property, or any other loss or damage occurring in the Facilities or resulting in any manner from the use thereof.
6. I, for myself, my heirs, and representatives hereby waive any claim I may have or right of action against 1201 Eye Street NW Associates, LLC, Piedmont Office Realty Trust Inc., and Piedmont Government Services, LLC., their respective employees and agents and their respective successors, assigns and heirs arising from any injury to me, theft of my property or any other loss or damage occurring in the Facilities or resulting in any manner from the use thereof.

**EMPLOYER AUTHORIZATION BY:**

**EMPLOYEE SIGNATURE:**

\_\_\_\_\_  
**MANAGER**

\_\_\_\_\_  
**(PRINT NAME)**

\_\_\_\_\_  
**KASTLE KEY#** \_\_\_\_\_

**DATE:** \_\_\_\_\_